IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE S.SIRI JAGAN

FRIDAY, THE 9TH MARCH 2007 / 18TH PHALGUNA 1928

WP(C).No. 8076 of 2007(J)

PETITIONER:

AJI GHOSH, S/O. RAMAKRISHNAN,
ATHYKKAVIL HOUSE, PANAMKULAM DESOM,
OORAKAM VILLAGE, THRISSUR DISTRICT.

BY ADV. SRI.RAJESH CHAKYAT

RESPONDENTS:

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1. THE THRISSUR URBAN CO-OPERATIVE BANK LTD.,
   S.T.NAGAR BRANCH, THRISSUR – 21.
   REP. BY ITS SECRETARY.
2. THE SPECIAL SALE OFFICER,
   O/O. REGISTRAR OF CO-OPERATIVE SOCIETIES (GENERAL),
   THRISSUR.

BY ADV. SRI. C.D. DILEEP – SC FOR R1.
GOVERNMENT PLEADER SRI. P.K. RAVIKRISHNAN

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSIN ON 09/ 03 / 2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

S. SIRI JAGAN, J.

W.P.(C)NO.8076 OF 2007

DATED THIS THE 9th DAY OF MARCH, 2007

JUDGMENT

The learned standing Counsel Sri. C.D. Dileep takes notice on behalf of the 1st respondent – Thrissur Urban Co-operative Bank. The petitioner is a guarantor for a loan amount of Rs.5,00,000/-. The principal debtor had defaulted re-payment of the loan amount. The petitioner has been proceeded against, by the bank for coercive recovery of the loan amount due from the principal debtor since the petitioner is the guarantor to the re-payment of the loan. Aggrieved by the same, the petitioner has approached this Court with this writ petition.

2. The learned counsel for the first respondent submits that the bank has a scheme for recovery of the defaulted loan amount under which if certain conditions are satisfied, the defaulters are entitled to certain concessions. But for that purpose they will have to first remit an amount equal to 20% of the outstanding balance. According to the learned counsel for the 1st respondent, this 20% would come to Rs,1,12,000/-. He would submit that if the petitioner is willing to pay Rs.1,12,000/-, the 1st respondent is prepared to consider

the case of the petitioner for reliefs under the above said scheme.

3. This offer is acceptable to the petitioner. But the petitioner submits that he has already paid an amount of Rs.50,000/- on 26.2.07 claiming benefit of the such settlement. This is not disputed by the learned counsel for the 1st respondent. That being so, the balance amount of Rs.62,000/- is payable by the petitioner for enabling him to seek the benefit of the recovery scheme of the 1st respondent bank. The petitioner is prepared to pay that amount, if some time is granted. In the above circumstances, the writ petition is disposed of on the following terms:

The petitioner shall pay to the 1st respondent bank an amount for Rs.62,000/- within two weeks from today. On such payment, the 1st respondent shall consider the petitioner's case for benefits under the repayment scheme of the bank and pass appropriate orders expeditiously. If the petitioner pays the said amount of Rs.62,000/- within one week, till orders are passed on the claim of the petitioner for benefit of the scheme, further coercive proceedings for recovery shall be kept in abeyance. In such case further payment of the loan amount shall be in accordance with the orders to be passed by the 1st respondent bank on the claim of the petitioner for benefit of the scheme. Further, if the petitioner fails to pay Rs.62,000/- within the above said two weeks , it would be

open to the 1st respondent to continue the proceedings for recovery now initiated without having to issue any fresh notice or proceedings in that regard.

S. SIRI JAGAN, JUDGE

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